

Amendment 00-01.2
to
PARTICIPATING ADDENDUM
for State of Washington
(Washington State Department of Information Services Amendment Number 00-01)
WESTERN STATES CONTRACTING ALLIANCE
Compaq Computer Corporation
MASTER PRICE AGREEMENT
90-00151

In accordance with Provision 24 (*Amendments*) of Contract Number 90-00151 ("**Contract**") as amended in Washington State Participating Addendum 00-01, this Amendment 00-01.2 is entered into by and between Department of Information Services ("**DIS**"), and Compaq Computer Corporation ("**Assignor**"), and Hewlett-Packard Company ("**Assignee**").

The purpose of this Amendment is to assign and delegate to Assignee all rights, duties and obligations held by Assignor under the Contract. As of May 3, 2002, Compaq Computer Corporation underwent a change of control and became a wholly owned subsidiary of the Hewlett-Packard Company. On or about December 31, 2002, Compaq's operations will be merged into Hewlett-Packard Company and Compaq, for purposes of performance under Contract Number 90-00151, will no longer operate as a standalone entity. Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under this Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer to Assignee, and waives any claims and rights against DIS that it now has or may have in the future in connection with the Contract.
2. Assignee hereby accepts such assignment and agrees to be bound by and to perform the Contract in accordance with the terms and conditions contained therein. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position to fully perform all obligations that may exist under the Contract.
3. Assignee ratifies all previous actions taken by Assignor with respect to the Contract, with the same force and effect as if the action had been taken by Assignee.
4. DIS recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Amendment becomes entitled to all rights, titles, and interests of Assignor in and to the Contract as if Assignee were the original party to the Contract. Following the effective date of this Amendment, the term "Contractor," as used in the Contract, shall refer to Assignee.
5. Nothing in this Amendment shall be construed as a waiver of any rights DIS may have against Assignor.
6. Assignor and Assignee agree that DIS is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Amendment, other than those that DIS in the absence of this transfer or Amendment would have been obligated to pay or reimburse under the terms of the Contract.
7. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

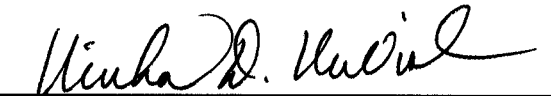
8. All other provisions of Contract Number 90-00151, as previously amended, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.

This Amendment 00-01.2 shall be effective as of the date signed by DIS.

Approved

State of Washington
Department of Information Services



Signature

Mike D. McVicker

Print or Type Name

Assistant Director, DIS/TSD

Title

1/23/03
Date

Approved

Compaq Computer Corporation, Assignor



Signature

Ron Smith

Print or Type Name

Manager, Public Sector Contracts 4/15/03
Title Date

Approved

Hewlett-Packard Company, Assignee



Signature

DANIEL R. KUBAT

Print or Type Name

DIRECTOR, FINANCE 1/16/03

Title

Date

Assignee's UBI Number: 601 873 061

Assignee's Federal Tax ID Number: 94-1081436

Assignee's Phone Number: (281) 927-3808

Assignee's Fax Number: (281) 927-8883